

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912LC-09-B-5001	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	21-Aug-2009	1 OF 40

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. F6G3CE9100A001	6. PROJECT NO. CRWU062071
7. ISSUED BY 140 MSG/MSC AIR GUARD CONTRACTING OFFICE 18841 E. CRESTED BUTTE AVE. BLDG 841, MS# 78 BUCKLEY AFB AURORA CO 80011-9523  TEL: 720-847-9498 FAX: 720-847-9136	8. ADDRESS OFFER TO (If Other Than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME KENT MORGAN	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 7208479498

### SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

RECOVERY-Repair 140 Wing HQ Building.706

RECOVERY - CRWU062071- Repair Wing Headquarters, Building.706 to include Sustainment Repairs, Restoration and Modernization at 140th Wing Headquarters, Buckley Air Force Base, Aurora CO 80011. Work to include: Replacement of finishes; Replacement of HVAC equipment; Plumbing fixtures and piping; and doors for the first floor (15950sf); for storage; administration; and dining hall functions. Renovation lighting and restrooms on the second and third floor. Work shall be performed in accordance with (IAW) the plans and specifications. This project is unrestricted. The North American Industry Classification System (NAICS) Code is 236220 and the Small Business Size Standard is: \$33,500,000.00 in average annual receipts for the past three years. Construction project magnitude is between \$1,000,000.00 and \$5,000,000.00. Persons intending to submit a bid are strongly encouraged to attend the Pre-Bid Conference and site visit. See Section 00100 for location and date: All documents for this solicitation will be posted at:  
<http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp> with the exception of the Specifications and Plans. These documents will be available from the Federal Business Opportunities (FedBizOps) website at <https://www.fbo.gov/>.

11. The Contractor shall begin performance within 10 calendar days and complete it within 270 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Section 00800 \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ (hour) local time \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>					
					<b>See Item 14</b>					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						
26. ADMINISTERED BY		CODE					27. PAYMENT WILL BE MADE BY:			CODE
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE		30C. DATE			TEL:			EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

RENOVATION OF BLDG 706

FFP

RECOVERY - CRWU062071 - Repair Wing Headquarters, Building. 706

Nonpersonal Services: The contractor shall renovate to include movement of walls, replacement of finishes, replacement of HVAC equipment, plumbing fixtures and piping, and doors for the first floor (15,950 sf) for storage, administration, and dining hall functions. renovation of the lighting and restrooms on the second and third floors. in general : make energy upgrades to the facility, repair or replace the roof membrane, repair the windows, modify the building sight for anti-terrorism force protection measures, repair damaged walkways, and provide modifications to the existing landscape.

per the statement of work dated and attached drawings and specifications.

FOB: Destination

NSN: N056-09-SVS-9-233

MILSTRIP: F6G3CE9100A001

PURCHASE REQUEST NUMBER: F6G3CE9100A001

SIGNAL CODE: A

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>TEMP FACILITY</p> <p>FFP</p> <p>FFP – TEMP FACILITY. Installation and delivery charges to include site preparation work , utility connections (water, sewer, electrical (to include pad mounted 3-phase transformer), communications), and any additional required features in the statement of work to provide a complete and usable temporary office facility. These costs include all work required to transport, set-up and connect the facility to current condition utility system. Tear down and removal costs to include disassembly, packaging, blocking and bracing, transporting and refurbishment to remove the facility and all accessories and appurtenances from the site</p> <p>FOB: Destination</p> <p>NSN: N056-09-SVS-9-233</p> <p>MILSTRIP: F6G3CE9100A001</p> <p>SIGNAL CODE: A</p>	1	Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>TEMP FACILITY</p> <p>FFP</p> <p>FFP – TEMP FACILITY. Lease cost per month for a term of 12 months for a temporary 5,000 SF facility and its maintenance as described in the statement of work. Includes the properly configured office facility, stairs, ramps, skirting and tie-downs and any other required appurtenances and accessories for a complete and usable facility.</p> <p>FOB: Destination</p> <p>NSN: N056-09-SVS-9-233</p> <p>MILSTRIP: F6G3CE9100A001</p> <p>SIGNAL CODE: A</p>	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TEMP FACILITY FFP ABI 1 Option to extend lease to a total of 24 months for a temporary 5,000 plus sf facility and its maintenance as described in the statement of work. Includes the properly configured office facility, stairs, ramps, skirting and tie-downs and any other required appurtenances and accessories for a complete and usable facility. FOB: Destination NSN: N056-09-SVS-9-233 MILSTRIP: F6G3CE9100A001 SIGNAL CODE: A	12	Months		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	B/706 FFP ABI 2 Furnish all plant, labor, tools, new and current material, supplies, equipment, services, permits, insurance and supervision necessary to Communications, public address and data cabling FOB: Destination NSN: N056-09-SVS-9-233 MILSTRIP: F6G3CE9100A001 SIGNAL CODE: A	1	Lump Sum		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	B/706 FFP ABI 3 Furnish all plant, labor, tools, new and current material, supplies, equipment, services, permits, insurance and supervision necessary to Lockers and Benches FOB: Destination NSN: N056-09-SVS-9-233 MILSTRIP: F6G3CE9100A001 SIGNAL CODE: A	1	Lump Sum		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	B/706 FFP ABI 4 Furnish all plant, labor, tools, new and current material, supplies, equipment, services, permits, insurance and supervision necessary to Recondition Roof in lieu of replacement FOB: Destination NSN: N056-09-SVS-9-233 MILSTRIP: F6G3CE9100A001 SIGNAL CODE: A	1	Lump Sum		
					<hr/>
					NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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0001	140TH CIVIL ENGINEERING SQUADRON 18300 E. CRESTED BUTTE AVE. BUCKLEY AFB CO AURORA CO 80011	Government	140TH CIVIL ENGINEERING SQUADRON 18848 E. CRESTED BUTTE AVE., BLDG 830 (720) 847-6375 BUCKLEY AFB CO 80011	Government
0002	140TH CIVIL ENGINEERING SQUADRON 18300 E. CRESTED BUTTE AVE. BUCKLEY AFB CO AURORA CO 80011	Government	140TH CIVIL ENGINEERING SQUADRON 18848 E. CRESTED BUTTE AVE., BLDG 830 (720) 847-6375 BUCKLEY AFB CO 80011	Government
0003	140TH CIVIL ENGINEERING SQUADRON 18300 E. CRESTED BUTTE AVE. BUCKLEY AFB CO AURORA CO 80011	Government	140TH CIVIL ENGINEERING SQUADRON 18848 E. CRESTED BUTTE AVE., BLDG 830 (720) 847-6375 BUCKLEY AFB CO 80011	Government
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## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A

### REPAIR WING HEADQUARTERS

SECTION 00010 Solicitation Contract Form

**(Insert after schedule)**

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SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK  
SECTION 00010 - BID SCHEDULE, NOTES  
SECTION 00100 - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS  
SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS  
SECTION 00700 - CONTRACT CLAUSES  
SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

ATTACHMENT 1 – PLANS AND SPECIFICATIONS Project #CRWU062071 Dated 9 June 2009  
ATTACHMENT 2 – WAGE DETERMINATION Mod 17 dated 08/14/2009 ATTACHMENT 3 – SCHEDULE  
OF MATERIAL SUBMITTALS – List of Material Submittals can be found on [www.nationalguardcontracting.org](http://www.nationalguardcontracting.org)

### **SECTION 00010 NOTES**

#### **NOTES**

\* Note that as of 01 January 2005, offerors are now required to use Online Representations and Certifications (ORCA), and to update them annually. The website for ORCA is <http://orca.bpn.gov>. This is in addition to filling in the Representations & Certifications in Section 00600.

1. A complete bid package must contain the following:
  - (a) Offer, Standard Form (SF) 1442, Section 00010 Line Items
  - (b) Section 00600, Representations and Certifications, completed in their entirety,
  - (c) In addition, the offeror must have entered current and complete data within the past year in Online Representations and Certifications (ORCA), is <http://orca.bpn.gov>.
  - (d) When completing the “Offeror” portion of the SF 1442 (Blocks 14 – 20), an official having the authority to contractually bind the company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF1442 is required to have an original signature.
  - (e) All amendments to the solicitation must be acknowledged.
  - (f) Mark the front of the envelope with the following: “**BID No. W912LC-09-B-5001**”, and the Name and Address of Bidder. See Block 13A of SF 1442 for required number of copies.
2. All questions and requests for information regarding this Invitation For Bids (IFB) must be received NOT LATER THAN close of business **9 September 2009** in order to minimize the need to extend the bid opening date. Questions shall be emailed to [Kent.Morgan@ang.af.mil](mailto:Kent.Morgan@ang.af.mil) and [Guillermo.Perez@ang.af.mil](mailto:Guillermo.Perez@ang.af.mil)

See Section 00100 for more information.

3. Offeror’s attention is invited to the insurance requirement contained in this solicitation (Contract Clause FAR 52.228-5). Certification of the required coverage for the prime contractor shall be furnished prior to beginning work



on this contract, and the Contracting Officer may request evidence of the required insurance at any time during the life the contract.

4. Reference Contract Clause 252.236-7008, CONTRACT PRICES – BIDDING SCHEDULES (DEC 1991). The prices shown in the Bidding Schedule must reflect ALL costs involved in performing the work, as described in the plans and specifications.

5. The term “Bidding Schedule” shall also be construed to mean “Offer Schedule” or “Schedule”. The terms “bid” and “offer”, and “bidder” and “offeror” shall be construed as having the same meaning in this solicitation and resulting contract.

6. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>. For security reasons, all potential offerors, plan rooms and printing companies are required to register in the Central Contractor Registration (CCR), <http://www.ccr.gov>, and the Federal Business Opportunities (FedBizOpps) website, <https://www.fbo.gov> in order to view or download the plans or drawings from the web site. A link to this site can be found under Plans at the solicitation website.

7. Facsimile transmission of bid is not authorized.

Reference DFARS Provision 252.236-7006, Cost Limitation There is a \$5,000,000.00 limitation on CLIN 0001; CLIN 0005; CLIN 0006; and CLIN 0007 and a \$750,000.00 limitation of CLIN 0002. There is no cost limitation on CLIN 0003 and CLIN 0004.

Significant Liquidated Damages (see FAR Clause 52.211-12, Liquidated Damages - Construction) apply for exceeding the 270 day performance period. Offerors attention is directed to Repair Wing Headquarters requirements in the specifications.

End of Section 00010 word document

REPAIR WING HEADQUARTERS

## **Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **1. SCOPE:**

1.1. You are invited to submit a bid in response to our Invitation for Bids (IFB) entitled W912LC-09-B-5001 entitled RECOVERY-Repair Wing Headquarters, Building 706 at Buckley Air Force Base, Aurora, CO 80011.

1.2. As a result of this solicitation, the Government intends to award a Firm Fixed Price (FFP) contract resulting from this solicitation to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Government, considering only price.

1.3. Bidders are advised that funds are currently available for this project.

1.4. This solicitation is a Small Business Set-Aside.

### **2. NOTICE OF PRE-BID CONFERENCE AND SITE VISIT:**

2.1. A pre-bid conference will be conducted on 02 September at 9:00am local time for the purposes of briefing on the proposal requirements and answering questions regarding this solicitation. This conference will be held at 140<sup>th</sup> Civil Engineering Squadron, Bldg 830, Buckley Air Force Base, Aurora CO. Interested Contractors are highly encouraged to attend the pre-proposal conference. The site visit will be held following the conference.

2.2. Due to security conditions, all offerors must register to attend this conference and site visit. Email the following information for all attendees to [Kent.Morgan@ang.af.mil](mailto:Kent.Morgan@ang.af.mil) or [Guillermo.Perez@ang.af.mil](mailto:Guillermo.Perez@ang.af.mil) at the following address: 140MSG/MSG Air National Guard Contracting Office, 660 S. Aspen Street, Bldg 1005, Buckley Air Force Base, Aurora CO 80011

Firm Name and Telephone Number  
Visitor's Name and Social Security No.  
Drivers License  
Citizenship

2.3. This information must be provided in advance, **not later than 2:00pm on 28 August 2009**, in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government's denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

2.4. Visitors must pick up their passes at the Installation's Main Entry Gate at 6<sup>th</sup> Ave, 1 block east of Airport Blvd prior to arrival. You will be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Drivers License, (3) Proof of Insurance for Vehicle, (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

2.5. Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the

solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

2.6 A record of the conference shall be made and furnished to all prospective offerors via posting to our web site at <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>. The record will include minutes of the meeting, including questions (on a non-attribution basis) and answers.

### **3. CLAUSES:**

3.1. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

3.2. Clauses and provisions in this document may not appear in consecutive order.

### **4. REMOVAL OF SECTIONS AT TIME OF AWARD:**

Sections 00100 and 00600 will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.

### **5. DISPOSITION OF UNSUCCESSFUL BIDS:**

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful bids. The Government will destroy extra copies of unsuccessful bids. No destruction certificate will be provided.

### **6. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:**

6.1 Submit all questions by email to the contracting office at the address show below.

Subject Line: Reference No. W912LC-09-B-5001

Email: [Kent.Morgan@ang.af.mil](mailto:Kent.Morgan@ang.af.mil) or [Guillermo.Perez@ang.af.mil](mailto:Guillermo.Perez@ang.af.mil)

140MSG/MSG Air National Guard Contracting Office, 660 S. Aspen Street, Bldg 1005, Buckley Air Force Base, Aurora CO 80011

6.2 Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.

6.3 The Contracting Officer reserves the right to address questions received after the eighteenth day prior to solicitation closing with those offers deemed responsive and/or in the competitive range after closing. All questions and requests for information (RFI) must be received NOT LATER THAN the eighteenth working day prior to closing and will be posted not later than ten working days prior to closing. OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.

6.4 Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to our web site at: <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>

6.5 Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

6.6 For security reasons, all technical and engineering data related to this solicitation will be distributed using the Federal Business Opportunities (FedBizOpps.gov or fbo.gov) system. FedBizOpps is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. Interested bidders/offerors must register with FedBizOpps before accessing the system. FedBizOpps registration requires the following information:

6.7 1) Central Contractor Registration (CCR) Marketing Partner Identification Number (MPIN) 2) DUNS Number and CAGE Code 3) Telephone Number 4) E-Mail Address. Registration instructions can be found on the FedBizOpps website at [https://www.fbo.gov/downloads/FBO\\_Vendor\\_Guide.pdf](https://www.fbo.gov/downloads/FBO_Vendor_Guide.pdf). Reference paragraph 4.4 of the Vendor Guide for instructions to retrieve the specification and drawing documents for this project. Bidders/offerors who have registered with FedBizOpps **must** access the data for this solicitation by way of the link below. Bidders/Offerors cannot log into the FedBizOpps home page and search for data.

## **7. AMENDMENTS PRIOR TO DATE SET FOR OPENING OF BIDS:**

The right is reserved, as the interest of the Government may require, to revise or amend the solicitation, specifications and/or drawings, prior to and/or after the date set for opening of bids, as necessary. Such changes, if any, will be announced by an amendment or amendments to this Invitation for Bids. All information relating to this IFB, including pertinent changes/amendments and other information applicable prior to the date set for receipt of bids will be posted on the following website: <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>. Though every effort will be made to provide email notification when a change is posted, such notification is NOT guaranteed and should not be expected. Offerors are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information.

## **8. BIDS/INVITATIONS:**

8.1 A bid repository is provided for hand carried bids and is located at 140MSG/MSC Air National Guard Contracting Office, 660 S. Aspen Street, Bldg 1005, Buckley Air Force Base, Aurora CO 80011. Hand carried bids must be deposited in the repository prior to the time established for opening of bids. Bidders are cautioned that they will be required to sign-in and obtain a visitor’s pass to enter the facility and should allow time to accomplish this. Late receipt of bids due to post entry delays may not be deemed excusable and the Contracting Officer may declare the bid “late” in accordance with FAR 14.304.

8.2. The bid opening will occur on **September 22, 2009 at 2:00 p.m. local time at the Colorado Air National Guard, Contracting Office, Building 1005, Room 260, Buckley Air Force Base, Aurora, CO 80011-9523.** All interested bidders and their major subcontractors are encouraged to attend the bid opening.

8.3. Visitors must pick up their passes at the Installations Main Entry Gate prior to arrival. To obtain a one day vehicle pass, you will be required to present the following information: (1) Vehicle Registration, (2) Valid Drivers License, (3) Proof of Insurance for Vehicle, (4) Safety Inspection and Car Rental agreement if applicable.

Personnel at the gate are required to confirm the purpose of your visit by phone call to the Contracting Office. Contracting Office will use the project Plan Holders List located at [www.nationalguardcontracting.org](http://www.nationalguardcontracting.org) to verify your entry request. None of the above information furnished by you and protected under the Privacy Act shall be released unless permitted by law and/or you have consented to such.

8.4. Directions to Bldg 1005: From the 6<sup>th</sup> Ave Main Gate (Visitor’s Center) Proceed south on Aspen Street (approximately 1.5 miles) to Bldg 1005 (Joint Air and Army Building) and turn left into parking lot. The 140<sup>th</sup> MSG/MSC Colorado Air National Guard Contracting Office is located on the second floor, Room 260. At the top of the stairs, turn right and proceed to the end of the hallway through the double doors and the office (Room 260) is on the left-hand side.

**9. WAGE DETERMINATION:**

9.1 Davis Bacon Wage Rates are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of this solicitation, it is the offeror's responsibility to insure the most recent determination is used in preparing the proposal. An Amendment will not be issued prior to closing to change Wage Determination dates and/or numbers. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates, then the provisions of FAR 22.404-5(c)(4) will apply.

9.2 Applicable wage rates can be found at <http://www.access.gpo.gov/davisbacon/co.html>

**10.. BID PREPARATION EXPENSES AND PRE-CONTRACT COSTS:**

This IFB does not commit the Government to pay costs incurred in preparation and submission of bids or for other costs incurred prior to award of a formal contract.

**11. INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES:**

1.1. It has been determined that all temporary utilities will be provided by the Government. The contractor will pay all charges associated with temporary utility connections. The offerors will take this into consideration when computing its offer. (FAR Clause 52.236-14, Availability and Use of Utility Services.

**12. RESERVED**

Section 00600 - Representations & Certifications

**REPAIR WING HEADQUARTERS**

**1. TAXPAYER IDENTIFICATION** (Oct 1998)

(a) *Definitions.*

“*Common parent*,” as used in this solicitation provision, means that corporation entity owns or controls an affiliated group of corporation that files its Federal income tax returns on a consolidated bases, and of which the offeror is a member.

“*Taxpayer Identification Number (TIN)*,” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employee Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because

\_\_\_\_\_  
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.

☐ Offeror is an agency or instrumentality of a foreign government

☐ Offeror is an agency or instrumentality of a Federal Government

☐ Other. State basis.

(e) *Type of organization*

☐ Sole proprietorship

☐ Partnership

☐ Corporate entity (not tax-exempt)

☐ Corporate entity (tax-exempt)

☐ Government entity (Federal, State, or local)

☐ Foreign government

☐ International organization per 26 CFR 1.6049-4

☐ Other \_\_\_\_\_

(f) *Common Parent*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_ TIN \_\_\_\_\_
- ☐ Offeror, its parent company, or subsidiaries, is/has been owned or controlled by a foreign entity. If so, provide the following information:
- Name of Parent Company \_\_\_\_\_
- Main Office Address \_\_\_\_\_
- \_\_\_\_\_

(g) *Other*

- ☐ Foreign organization is headquarter in \_\_\_\_\_ (country)
- ☐ Company ☐ is, ☐ is not publicly traded

**2. SMALL BUSINESS PROGRAM REPRESENTATIONS** (May 2004)

*(Applicable if any performance will be inside the United States, its territories or possessions, Puerto Rico, the District of Columbia, or the Trust Territory of the Pacific Islands)*

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_.
- (2) The small business size standard is \_\_\_\_\_.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a **small business concern**.  
*(Complete (2), (3), and (4) below, as applicable, only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*
- (2) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a **small disadvantaged business concern** as defined in 13 CFR 124.1002. *(If so, also complete the Small Disadvantaged Business Status representation, below.)*
- (3) The offeror represents as part of its offer that it ☐ is, ☐ is not a **women-owned small business concern**.
- (4) The offeror represents as part of its offer that it ☐ is, ☐ is not a **veteran-owned small business concern**.
- (5) The offeror represents as part of its offer that it ☐ is, ☐ is not a **service-disabled veteran-owned small business concern**.
- (6) The offeror represents, as part of its offer, that—
- a. It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR

part 126; and

- b. It ☐ is, ☐ is **not** a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.



*[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision ...

**"Service-disabled veteran-owned small business concern"—**

- (1) Means a small business concern (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**"Small business concern"** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

**"Veteran-owned small business concern"** means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

**"Women-owned small business concern"** means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall- (i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and (iii) Be ineligible for participation in programs conducted under the authority of the Act.

### 3. AFFIRMATIVE ACTION COMPLIANCE (Apr 1984)

The offeror represents that it

- ☐ Has developed and has on file,    ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1

and 60-2); or

- ☐ Has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### 4. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Feb 1999)

Offeror represents that it—

- (a) ☐ Has ☐ Has Not Participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) ☐ Has ☐ Has Not Filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### 5. ROYALTY PAYMENT CERTIFICATION (Jan 1986)

In order that DOE may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by Battelle, check one of the following:

- ☐ The Contract price includes no amount representing the payment of royalty by the Offeror directly to others in connection with the performance of the contract.
- ☐ The Contract price includes an amount for royalty payment expected to be made in connection with the proposed award set forth below:
1. the amount of each payment,
  2. the names of the licensor, and
  3. either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

#### 6. BUY AMERICAN ACT CERTIFICATION (June 2003)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

Line Item No.	Country of Origin

- (c) Offers will be evaluated in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

#### 7. TECHNICAL DATA CERTIFICATION (Jan 1986)

The offeror certifies that it has not delivered or is not obligated to deliver to Battelle or to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

- ☐ None

☐ Contract No. (and Subcontract No., if applicable), Agency name and place of delivery.

## 8. PATENT RIGHTS REPRESENTATION (Jan 1986)

- ☐ Is ☐ Is not A **small business** as defined in 15 US 632(a) and the implementing regulations of the Administrator of the Small Business Administration, 13 CFR Part 121.
- ☐ Is ☐ Is not An organization of the type described in section 501(c)(3) of the Internal Revenue Code, 26 USC 501(c), and **exempt from taxation** under section 501(a) of the Internal Revenue Code, 26 USC 501(a).
- ☐ Is ☐ Is not A **nonprofit scientific or educational organization** qualified under a state nonprofit organization statute.
- ☐ Is ☐ Is not A U.S. **domestic university** or other U.S. institution of higher education.

## 9. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (May 2008)

*(Applicable to proposals exceeding \$100,000)*

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

have ☐ have not ☐ preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### 10. FOREIGN INTERESTS (Feb 2007)

In the event that the work should involve/consist of sensitive information on the Militarily Critical Technologies List (<http://www.dtic.mil/mctl/MCTL.html>) or the Developing Science and Technologies List (<http://www.dtic.mil/mctl/DSTL.html>), or Export Controlled Information (15CFR730-774 and 22CFR120-130) that requires an export license, the following information is required. Accordingly, offeror represents that the following questions are answered correctly.

☐ Yes ☐ No Offeror, or its subsidiaries, plans to assign foreign national(s) to work on this project or to receive access to project information.

(If "Yes," specify nationality(ies) \_\_\_\_\_

☐ Yes ☐ No Offeror, or its subsidiaries, parent organization or affiliates, employs persons who serve as agents for any foreign entities.

(If "Yes," specify nationality(ies) \_\_\_\_\_

Provide details for any questions answered "Yes" in question 10 above:

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# 11. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2005)

*(Applicable to proposals exceeding \$100,000)*

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
  1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
  2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

# 12. COST ACCOUNTING STANDARDS NOTICE AND CERTIFICATION (June 2000)

*(Applicable to proposals exceeding \$500,000. This notice does not apply to small businesses or foreign governments.)*

This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### **I. Disclosure Statement-Cost Accounting Practices and Certification**

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- ☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- ☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- ☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
- ☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ Yes      ☐ No

**SIGNATURE**

Note: A person authorized to make legally binding commitments on behalf of the offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true and accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). These Representations and Certifications shall remain in effect for a period of one (1) year from the date signed and shall satisfy any subsequent proposal requirements during that one-year period. The Offeror shall notify Battelle of any changes that occur in any of the representation or certifications during that period.

Company Name	_____
Signature	_____
Signer's Name (Printed)	_____
Title	_____
Date	_____



## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	MAR 2009
52.204-1	Approval of Contract	DEC 1989
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-11	American Recovery and Reinvestment Act--Reporting Requirements	MAR 2009
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-18	Ordering	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	APR 2008
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988

52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-21	Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials	MAR 2009
52.225-22	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials	MAR 2009
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991

52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002

252.247-7024

Notification Of Transportation Of Supplies By Sea

MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,033.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

Section 00800 - Special Contract Requirements

REPAIR WING HEADQUARTERS

Section 00800 - Special Contract Requirements

SECTION 00800

Section 00800 - Special Contract Requirements

**1. INSURANCE - MINIMUM AMOUNTS**

1.1. Reference Contract Clause titled, “Insurance -Work on a Government Installation (FAR 52.228-5). Kinds and minimum amounts are as follows:

<u>KIND</u>	<u>AMOUNTS (FAR 28.307-2)</u>
Workmen’s Compensation	\$100,000 (see paragraph 1.2, below)
Comprehensive General Liability	\$500,000 per occurrence for bodily injury
Comprehensive Automobile Liability	\$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 for property damage

1.2. Except in states with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

1.2. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**2. SUBCONTRACTING PLAN**

(Applicable to Large Businesses) All large businesses were required to submit a Subcontracting Plan in accordance with FAR 19.7 with their proposal. This approved plan is incorporated into this award. The contractor shall compile consolidated reports at least semi-annually or when directed by the Contracting Officer, when data is required for reporting purposes.

**3. SCHEDULING**

3.1. Normal base work hours for the Contractor will be between the hours of 7:00 AM through 4:30 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer’s Representative (COR) five (5) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, he may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty

hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

3.2. The following Federal legal Holidays are observed by this base:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

3.3. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

3.4. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

3.5. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

#### 4. INVOICING AND PAYMENT

4.1 To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, you shall submit your request for payment (invoice) through WAWF. For more information on the WAWF system, including how to register, visit the National Contracting Office website at: <http://www.nationalguardcontracting.org>. Payment will be made by DFAS-Dayton - 50333, DFAS-BFVD/DY, PO Box 369024, PO Box 369024 in accordance with FAR Clause 52.232-5, Payments under Fixed-Price Construction Contracts and Far Clause 52.232-27 Prompt Payment for Construction Contracts. **All payments will be made by electronic transfer of funds (EFT).**

The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, Small Business Subcontracting Reports, have been timely received.

All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to FAR Clause 52.232-5 and a contractor's certification that reads as follows:

4.2 All requests for payments must include a Subcontractor Payment Register pursuant to FAR 52.232-5, and a contractor's certification that reads as follows:

I hereby certify, to the best of my knowledge and belief that –

The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code;

This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

This certification is not to be construed as final acceptance of a subcontractor's performance.

4.3 The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements, including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, and Small Business Subcontracting Reports, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

4.4 A release of claims is required for all final payment requests and shall be submitted by the contractor with the final invoice.

## **5. CONTRACT ADMINISTRATION**

5.1. The contracting office of the 140 MSG/MS, Colorado Air National Guard is the office having administrative jurisdiction over this contract for all matters.. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

5.2. All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer's representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

## **6. PAPERLESS CONTRACTING**

6.1. The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible, correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

6.2. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

## **7. TELEPHONE COMMUNICATIONS SECURITY MONITORING**

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

## **8. UTILITY SERVICES**

The Contracting Officer has determined that Government-operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, at its expense in accordance with the clause entitled "Availability and Use of Utility Services" (FAR Clause 52.236-14). The following utilities will be available: Water and Electricity

## **9. PREPARATION OF MATERIAL APPROVAL SUBMITTALS**

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, FAR 52.236-5. Submittals shall be made using AF Form 3000, or approved equal. Submittals shall be processed in accordance with the procedures in Section 01 33 00, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINS are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the AF Form 3000.

## **10. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS**

10.1. A weekly meeting may be held with the Contractor, COR and Contracting Officer (KO), if necessary, to discuss work progress, problems and potential change orders. The Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

10.2 In accordance with FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall within five days after work commences on the contract, or another period of time determined by the KO, prepare and submit to the KO for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of work. A composite schedule for the overall contract shall also be provided. The schedule shall be on an AF Form 3064, Contract Progress Schedule, or an approved computer generated format similar to the AF Form 3064. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide monthly progress reports covering the period from notice to proceed through final inspection. These reports shall be submitted on AF Form 3065, Contractor Progress Report, or an approved computer generated format similar to the AF Form 3065. These reports shall track progress by CLIN, if contract contains multiple CLINs.

10.3. Additionally, for projects exceeding \$1M, the contractor shall provide a project plan in the most current version of Excel to define work tasks and track progress. At least five days prior to work initiation, the contractor shall provide the Contracting Officer a hardcopy CPM and a formatted diskette or CD copy, or e-mail file copy, of the plan that shall include definition of rescues. Additionally, the project plan shall have a cost per task field for each task – this is commonly called line item cost. No work may start until the Contracting Officer approves the plan in writing. Form 3064, Contract Progress Schedule, can be delivered in hardcopy or Microsoft Excel format.

10.4. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated plans and Form 3064 showing work progress (hardcopy and formatted diskette or CD, or e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work



changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, "Contract Progress Schedule" and a National Guard Contract Progress Report".

## **11. NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION**

11.1. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

11.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

11.3. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

11.4. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate substantial completion certificate.

11.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held liable for the costs of a repeat inspection. If the inspection involves A/E personnel these costs may include additional labor, travel and miscellaneous expenses.

## **12. DESIGNATION OF TECHNICAL REPRESENTATIVE**

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

## **13. CONTRACTOR STAFF AND EMPLOYEES**

13.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and FAX number at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

13.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

13.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

## **15. CONTRACTOR OFFICE AND STORAGE**

14.1. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

14.2. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

## **15. RECORD DRAWINGS**

During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly, and submit the "red line" drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event the surface opening or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of the each run including each change in direction. Valves splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. The Government does not guarantee the accuracy of existing record drawings; it is the contractor's responsibility to verify all as-built conditions.

## **16. VERIFICATION OF DIMENSIONS**

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

## **17. SECURITY REQUIREMENTS**

17.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

17.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" will be enacted during the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

17.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

## **18. REGULATIONS**

18.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

18.2. The contractor may use the Civil Engineering library, which contains most applicable Army and Air Force publications as well as some commercial project data information, or the Defense Procurement and Acquisition Policy website, <http://www.acq.osd.mil/dpap/>, which has links for several other sites with available publications, forms and project data information. These may also be acquired from the Government Printing Office website, <http://www.gpoaccess.gov/index.html>

## **19. TRANSPORTATION, HANDLING AND STORAGE**

19.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

19.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

## **20. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS**

20.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

20.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

## **21. ENVIRONMENTAL IMPACT**

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to, Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

## **22. HAZARDOUS MATERIALS**

22.1. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

22.2. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material,

saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

### **23. POLLUTION ABATEMENT**

23.1. All work shall be performed in a manner minimizing pollution of air, water and land as required.

23.2. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

23.3 Burning of any material is strictly prohibited.

23.4. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

23.5. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

23.6 Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

### **24. COORDINATION WITH GOVERNMENT ACTIVITIES**

24.1. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer 5 working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer 5 working days prior to closing the street.

24.2. Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing **fourteen (14)** working days prior to commencing work and shall be subject to his/her approval.

24.3. Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer's approval.

### **25. UNAUTHORIZED PERSONNEL**

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

## **26. PERFORMANCE EVALUATION OF CONTRACTOR**

26.1. As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officers for their future use.

26.2. As of 01 November 2006 all DoD contractors are required to obtain a Public Key Infrastructure (PKI) certificate to access the CPARS/ACASS/CCASS applications. DoD contractors are required to purchase a certificate from an External Certificate Authority (ECA) at no additional cost to the Government. Contractor must be proactive in obtaining certificates, as they will not have the ability to view and comment on performance evaluations without the certificate. If you have questions on obtaining PKI certificates, please visit [www.cpars.navy.mil](http://www.cpars.navy.mil). Contractors who fail to have their certificates will not be able to access the system

## **27. CONTRACTOR QUALITY CONTROL**

27.1. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction Contracts", until such time as the contractor submits an acceptable final plan.

### **27.2. Quality Control Plan**

27.2.1. General. Upon receipt of the Notice of Contract Award, the contractor's quality control plan (2 copies) shall be submitted for acceptance in accordance with plans and specifications.

27.2.2. Acceptance. The Contracting Officer's Representative will review the quality control plan. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer's Representative through the Contracting Office. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make changes in quality control plans, personnel and operations to correct deficiencies and to assure contract compliance.

27.2.3. Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

## **28. SAFETY ASSURANCE**

28.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most

stringent shall apply. The Safety Manual is available at the following web site:  
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>.

28.2. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

28.3. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

28.4. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

28.5. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices", 2003 edition with Revision 2 available at <http://mutcd.fhwa.dot.gov/> to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

## **29. WORK BY THE GOVERNMENT**

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

## **30. VALUE ENGINEERING CHANGE PROPOSALS**

All value engineering change proposals (VECP's) shall be submitted in accordance with the requirements of FAR Clause 52.248-3, Value Engineering – Construction. All VECP's shall be submitted in 4 copies.

## **31. PRE-CONSTRUCTION CONFERENCE**

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

## **32. PARTNERING**

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.

## **33. MILITARY REAL PROPERTY DATA – DD FORM 1354**

33.1. Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The real property data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

33.2. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

33.3. DD Form 1354 accounts for five percent (1.5%) of the total contract amount and therefore, 1.5% must be shown on the AF Form 3065 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

33.4. Contractors should contact [Kent.Morgan@ang.af.mil](mailto:Kent.Morgan@ang.af.mil) with questions pertaining to the DD Form 1354. For construction data assistance, Contractors may consult the COR assigned to the project.

#### **34. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

34.1. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

34.1.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

34.1.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

34.2. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.

34.3. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

34.4. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated according to paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

#### **35. Performance of Services During Crisis Declared by the National Command Authority. (September 2002)**

Services determined to be essential for performance during crisis according to DoDI 3020.37 are plant operations, emergency and urgent work requests, disaster preparedness, emergency operations and infrastructure maintenance (including construction). The services provided by this contract have been designated as essential contractor provided services and must be continued during a crisis. The contractor shall continue providing

service to all applicable ANG and Army TOC contracts in progress [for some services, 24 hours a day] until the crisis is over. The contractor shall ensure that enough skilled personnel are available during a crisis for any operational emergency due to utility failure, damage control, and damage repair. A crisis management plan shall be submitted to the Contracting Officer within 10 calendar days after contract start date. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer within 10 calendar days after contract start date. The list shall contain the individuals' names, addresses, social security numbers, security clearances (if any), and duty title.

### **36. The Following is provided to assist in submission of WAWF Invoices**

PARTIAL PAYMENTS ARE AUTHORIZED FOR THIS TASK ORDER

WIDE AREA WORKFLOW STATEMENT (FEB 2006)

IAW 252.232-7003, all invoices must be submitted via WAWF. It is mandatory that you use this E-Invoicing system to ensure timely payment of your invoice.

WAWF is a web-based tool for the processing of invoices/receiving reports. This will bring about major changes in the amount of time it takes to process these documents making payment much faster. The web site for this system is <https://wawf.eb.mil>. There are no charges to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden. Their number is 1-866-618-5988.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

#### TYPE OF INVOICE SUBMISSION:

- ☐ Invoice
- ☐ Invoice and Receiving Report (Combo)
- ☐ Invoice as 2-in-1 (Services Only)
- ☒ Construction Invoice
- ☒ CAGE Code\*: **Six (6) digit code in Block 14**
- ☒ Pay DoDAAC\*: **Six (6) digit code in Block 27**
- ☒ Issue DoDAAC\*: **Six (6) digit code in Block 7**
- ☒ Admin DoDAAC\*: **Six (6) digit code in Block 26**
- ☒ Inspect By DODAAC\*: **Six (6) digit code found at Ship to Address under Delivery Information**
- ☒ Contracting Officer\*: **Six (6) digit code in Block 7**

Required Fields in WAWF

Contractor: WAWF will prompt asking for "additional E-mail submissions" after clicking "SIGNATURE".



The following E-Mail addresses MUST be input in order to prevent delays in processing:

Inspector (COR): [William.Smith@ang.af.mil](mailto:William.Smith@ang.af.mil)

Buyer/Administrator: [Lia.Hudson@ang.af.mil](mailto:Lia.Hudson@ang.af.mil)

Contracting Officer: [Kent.Morgan@ang.af.mil](mailto:Kent.Morgan@ang.af.mil)

Invoices: **As provided at the pre-construction conference**

The paying office DoDAAC and mailing address can be located on the front of your award. You can easily track your payment information on the DFAS website at <http://myinvoice.csd.disa.mil/index.html>. Your purchase order/contract number or invoice number will be required to inquire status of your payment.

END OF SECTION